504509282 08/17/2017

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
WOUTER LINDEMAN	08/08/2017

RECEIVING PARTY DATA

Name:	ENZA ZADEN BEHEER B.V.	
Street Address:	HALING 1E	
City:	ENKHUIZEN	
State/Country:	NETHERLANDS	
Postal Code:	1602 DB	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15669705

CORRESPONDENCE DATA

Fax Number: (415)268-7522

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

(415) 268-6237 Phone: Email: cmorales@mofo.com **Correspondent Name:** MICHAEL R. WARD

Address Line 1: MORRISON & FOERSTER LLP

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ATTORNEY DOCKET NUMBER:	701802011400
NAME OF SUBMITTER:	MICHAEL R. WARD
SIGNATURE:	/Michael R. Ward/
DATE SIGNED:	08/17/2017

Total Attachments: 2

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> **PATENT REEL: 043326 FRAME: 0646** 504509282

Attorney Docket No.: 701802011400 Client Reference No.: MoFo-0114

ASSIGNMENT

This assignment is by:

Wouter LINDEMAN
Hazelaarstraat 46
3442 EP Woerden
NETHERLANDS

(referred to in this Assignment as "Assignor"), whose residence or mailing address information is listed above.

This Assignment is to:

Assignee: Enza Zaden Beheer B.V.

Address: Haling 1e, 1602 DB Enkhuizen, NETHERLANDS

A juristic entity duly organized under and pursuant to the laws of: Netherlands

(referred to in this Assignment as "Assignee"), which desires to acquire the entire right, title and interest in, to and under said patent application and the inventions covered thereby.

Assignor has invented certain new and useful inventions in:

HYBRID PEPPER 'E20S0158'

for which Assignors have filed an application for patent in the United States of America concurrently herewith. Where this Assignment is not filed concurrently with the application, the following identifying information may be added after execution:

Serial No.: 15/669,705 Filing Date: August 4, 2017

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

- 1. Assignor hereby sells, assigns, transfers and sets over, to Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for letters patent, any and all provisionals, non-provisionals, divisions, continuations, and continuations-in-part claiming priority thereto or the benefit thereof, substitutions of said applications, and any and all letters patent or patents in the United States of America and all foreign countries or jurisdictions which may be granted therefor and thereon, including, without limitation, any modifications to such letters patent or patents such as through reissue, re-examination or other post-grant proceeding, and any and all extensions of said letters patent or patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee (including any right to institute actions and to recover damages for past, present and future infringement), for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which letters patent or patents may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.
- 2. Assignor represents, warrants and covenants (a) that, at the time of execution and delivery of this agreement, Assignor is the sole and lawful owner of the entire right, title and interest in and to said inventions and said application for letters patent, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth in this

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agreement, or (b) that Assignor solely and lawfully owned the entire right, title and interest in and to said inventions and said application for letters patent, and the same were unencumbered and that Assignor sold, assigned, transferred and set over, to Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to said inventions and said applications for letters patent.

- 3. Assignor shall promptly sign and execute all papers and documents, take all lawful oaths, and do all acts necessary, required or useful for the procurement, maintenance, enforcement, defense or otherwise to secure title thereto to the Assignee, at the sole cost and expense of Assignee, its successors, legal representatives and assigns, in each case including, without limitation, arising from or relating to (a) said inventions, or said application for letters patent; (b) any provisional, non-provisional, division, continuation, or continuation-in-part claiming priority thereto or the benefit thereof, or any substitution of any such application, or (c) any letters patent or patents for said inventions in any country or jurisdiction, including without limitation, any modifications to such letters patent or patents such as through reissue, re-examination, or other post-grant proceeding. To be clear, for purposes of this paragraph, "procurement, maintenance, enforcement, defense" shall include, without limitation, any preparation, prosecution, pre-grant proceeding, and post-grant proceeding, whether before a patent office or other administrative body or judicial body with jurisdiction therefor.
- 4. Assignor hereby authorizes and requests the Commissioner of Patents in the United States to issue the above mentioned letters patent of the United States to Assignee as the assignee of said inventions and the letters patent to be issued thereon for the sole use of Assignee, its successors, legal representatives and assigns.
- 5. "I hereby grant attorneys, all of Morrison & Foerster LLP, the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark office for recordation of this document, including the power to insert on this assignment the application number and filing date of said application when known."

In witness whereby, executed by the undersigned on the date(s) opposite the undersigned name(s).

ASSIGNOR(s):

Date: <u>08/08/20, 7</u>

Signature:

Wenter LINDEMAN

ASSIGNEE:

Date: <u>60/14/20/7</u>

Signature:

Name: J. J. M. kambalk

Title: Director

Company: Enza Zaden Beheer B.V.